

STATE OF TEXAS

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COUNTY OF FORT BEND

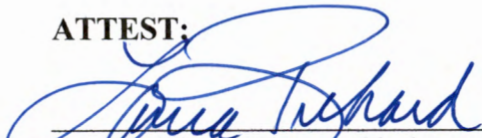
**ORDER AUTHORIZING SETTLEMENT OF  
EASEMENT DISPUTE**

On this 28 day of January, 2025, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Morales, seconded by Commissioner Mayers, duly put and carried, IT IS HEREBY ORDERED that:

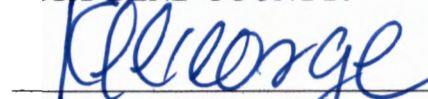
The County Attorney be authorized to settle an easement dispute with the Fort Bend County Water Control and Improvement District No. 8 pursuant to the terms set forth in the attached Right of Entry and Possession..

The County Judge is hereby authorized to execute and deliver the Right of Entry and Possession recommended for approval by the County Attorney in the above-referenced matter and that MOBILITY BONDS be designated as the funding source.

**ATTEST:**

  
\_\_\_\_\_  
Laura Richard, County Clerk

**FORT BEND COUNTY:**

  
\_\_\_\_\_  
K.P. George, County Judge



## **Attachment**

## RIGHT OF ENTRY AND POSSESSION

STATE OF TEXAS

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COUNTY OF FORT BEND

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This Right of Entry and Possession (the "Agreement") is made, dated, and effective as of the 28 day of January, 2025 (the "Effective Date") by and between Fort Bend County, Texas and the Fort Bend County Drainage District (collectively, "Grantees") and Fort Bend County Water Control and Improvement District No. 8 ("Grantor").

### RECITALS

**WHEREAS**, Grantor owns the fee simple interest in and to: (i) a 2.681-acre tract of land, which is described and depicted in Exhibit A attached hereto and incorporated herein by reference,<sup>1</sup> and (ii) a 0.995-acre tract of land, which is described and depicted in Exhibit B attached hereto and incorporated herein by reference<sup>2</sup> (collectively, the "Property");

**WHEREAS**, Grantees own easement rights upon, over, and through and across a portion of the Property extending 40-feet in width (the "Original Easement Rights") – such rights are identified, described, and recorded in Volume 333, Page 226 of the Deed Records of Fort Bend County, Texas, a true and correct copy of which is attached hereto and marked as Exhibit C – for the purpose of constructing and maintaining a drainage canal, as provided in Exhibit C, attached hereto and incorporated herein by reference;

**WHEREAS**, Grantees maintain they own additional easement rights in and to the Property extending 150-feet in width (the "Additional Easement Rights") which are purportedly memorialized in Subdivision Note 6 of the Westcreek Subdivision plat recorded in Court Clerk's Film Code No. 20050129 of the Official Public Records of Fort Bend County, Texas, being in the James Knight and W.C. White Survey, Abstract No. 46, Fort Bend County, Texas, a true and correct copy of which is attached hereto and marked as Exhibit D and incorporated herein by reference;

**WHEREAS**, Grantees maintain, by virtue of the Additional Easement Rights, they have the right to perform construction, installation, and maintenance work in and to the Property pursuant to the plans set forth in Exhibit E, attached hereto and incorporated herein by reference, in connection with the operation of a storm water drainage facility (the "Drainage Project");

**WHEREAS**, Grantor acknowledges Grantees' Original Easement Rights, and agrees that this Agreement in no way limits or restricts those rights, but disputes: (i) the validity and extent of Grantees' Additional Easement Rights in and to the Property and (ii) Grantees' right to construct,

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<sup>1</sup> Identified as Reserve "C" in the Westcreek Subdivision plat recorded in Court Clerk's Film Code No. 20050129 of the Official Public Records of Fort Bend County, Texas. See Exhibit D.

<sup>2</sup> Identified as Reserve "D" in the Westcreek Subdivision plat recorded in Court Clerk's Film Code No. 20050129 of the Official Public Records of Fort Bend County, Texas. See Exhibit D.

install, and maintain the Drainage Project;

**WHEREAS**, Grantees intend on filing a court proceeding seeking entry of a final judgment: (i) declaring the legitimacy, and confirming the extent, of Grantees' Additional Easement Rights, (ii) declaring Grantees have authority to construct, install, and maintain, the Drainage Project, and (iii) awarding Grantees any costs and reasonable and necessary attorneys' fees as are equitable and just (the "Proceeding");

**WHEREAS**, Grantor and Grantees have agreed on terms for a settlement of the Proceeding prior to its filing and, in conjunction therewith, enter into this Agreement.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS** that for good and valuable consideration Grantor does hereby:

**GRANT and CONVEY** unto Grantees and their contractors, consultants, agents, assigns, and any others Grantees deem necessary, the right to enter into possession of the Property and proceed with the construction and installation of the Drainage Project. The rights provided in this Agreement do not include the right to perform any construction or installation work not depicted in the attached Exhibit E.

Additionally, unless modified by agreement of the parties or a court order, the parties agree that, upon completion of the construction and installation of the Drainage Project, Grantees' rights of entry and possession in and to the Property shall be limited to those rights set forth in paragraphs 7 and 8 of this Agreement.

### **TERMS**

The execution of this Agreement is conditioned upon the following:

1. **Compensation:** In conjunction with the execution of this Agreement, and before entering the Property for the purpose of constructing and installing the Drainage Project, Grantees shall pay Grantor total compensation in the amount of TWO HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00).
2. **Release:** In connection with the payment outlined and described in paragraph 1 of this Agreement, Grantor RELEASES, ACQUITS, and FOREVER DISCHARGES, and WAIVES any and all claims against Grantees related to, or in any way connected with, the construction and installation of the Drainage Project including, but not limited to:
  - (a) Any claim for inverse condemnation; and/or
  - (b) Any claim related to the removal or destruction of any trees, brush, plantings, growth, or other improvements within the Property.

3. **Prior Drainage Project Superseded:** Before design of the Drainage Project, the parties acknowledge and agree that an alternate drainage project was contemplated. These plans however are superseded by the plans depicted in the attached Exhibit E which provide the parameters of the Drainage Project subject to this Agreement. As the parties acknowledged in the recitals set forth above, the rights provided in this Agreement do not include the right to perform any construction or installation work not depicted in Exhibit E.
4. **Good Faith Cooperation:** Grantees agree to work in good faith, and with commercially reasonable efforts, with Grantor to ensure the Drainage Project will be constructed and installed in accordance with the plans set forth in Exhibit E.

To ensure this, Grantor's Engineer, as identified in paragraph 5 of this Agreement, and/or a member of the Board of Directors of Grantor, may, upon request, discuss and observe any construction or installation work performed in connection with the Drainage Project. Requests for discussion and/or observation may be accomplished by electronic service (*i.e.*, e-mail), hand delivery, or certified mail, return receipt requested to the individuals identified below:

**Grantees' Attorneys:**

Rolf F. Krueger  
Salvatore P. LoPiccolo II  
Hale E. Cullom III  
Fort Bend County Attorney's Office  
401 Jackson Street, Suite 300  
Richmond, Texas 77469  
[rolf.krueger@fortbendcountytexas.gov](mailto:rolf.krueger@fortbendcountytexas.gov)  
[sal.lopiccolo@fortbendcountytexas.gov](mailto:sal.lopiccolo@fortbendcountytexas.gov)  
[hale.cullomiii@fortbendcountytexas.gov](mailto:hale.cullomiii@fortbendcountytexas.gov)

**Grantees' Engineers / Representatives:**

Mark Dessens  
Schaumburg & Polk Inc.  
11767 Katy Freeway, Suite 900  
Houston, Texas 77079  
[mdessens@spi-eng.com](mailto:mdessens@spi-eng.com)

Stacy Slawinski  
Rick Staigle  
Fort Bend County Engineering  
301 Jackson Street, Fourth Floor  
Richmond, Texas 77469  
[stacy.slawinski@fortbendcountytexas.gov](mailto:stacy.slawinski@fortbendcountytexas.gov)  
[rick.staigle@fortbendcountytexas.gov](mailto:rick.staigle@fortbendcountytexas.gov)

Mark Vogler  
Jeffrey Janecek  
Fort Bend County Drainage District  
1124 Blume Road  
Rosenberg, Texas 77471  
[mark.vogler@fortbendcountytexas.gov](mailto:mark.vogler@fortbendcountytexas.gov)  
[jeffrey.janecek@fortbendcountytexas.gov](mailto:jeffrey.janecek@fortbendcountytexas.gov)

5. **Notice:** At least 48 hours prior to commencement of construction and installation of the Drainage Project, Grantees shall notify Grantor's attorney and engineer in writing. Notice of such may be accomplished by electronic service (*i.e.*, e-mail), hand delivery, or certified mail, return receipt requested to the individuals identified below:

**Grantor's Attorneys:**

Mallory J. Craig  
Joseph R. Crawford  
Coats Rose PC  
9 Greenway Plaza, Suite 1000  
Houston, Texas 77406  
[mcraig@coatsrose.com](mailto:mcraig@coatsrose.com)  
[jcrawford@coatsrose.com](mailto:jcrawford@coatsrose.com)

**Grantor's Engineer:**

Jerry Ince  
Ward, Getz & Associates LLP  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
[jince@wga-llp.com](mailto:jince@wga-llp.com)

6. **Free and Clear Title:** Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances held by any person lawfully claiming the same or any part thereof, by, through, or under Grantor, but not otherwise. Grantor further warrants that no other person or entity lawfully owns any interest in the fee title to the Property by through, or under Grantor.
7. **Right of Ingress and Egress:** Grantor shall provide Grantees right of ingress and egress to and from the Property in connection with: (i) construction and installation of the Drainage Project and (ii) the repair and maintenance rights set forth in paragraph 8 of this Agreement. Grantees rights of ingress and egress however shall be limited to: (i) the Property and (ii) existing and future roadways, waterways, and such other reasonable access points. Grantees agree to make repairs for any damage they cause to such gates, existing roadways, waterways, and such other reasonable access points.
8. **Repair and Maintenance Rights:** In the event of a failure to the Drainage Project, Grantees reserve the right to make any such repairs they deem necessary to the Property for the purpose of correcting this failure. The term failure shall include, but not be limited to, any damage to the Property which adversely affects the appropriate, correct, proper, and/or suitable conveyance of storm water as contemplated by the Drainage Project.  
  
Moreover, Grantees may, as they deem reasonably necessary, inspect and maintain the Property from time to time, upon notice to Grantor in the manner outlined in paragraph 5 of this Agreement, to ensure the appropriate, correct, proper, and/or suitable conveyance of storm water as contemplated by the Drainage Project.
9. **Potential Costs Related to Tie-In:** Grantor represents that it has received all necessary and required approvals from Grantees to perform construction work pursuant to the plans depicted in Exhibit F attached hereto and incorporated herein by reference (the "Tie-In"). The parties agree that if the Drainage Project necessitates Grantor to incur costs and expenses related to additional approvals from Grantees for the Tie-In, Grantees will reimburse Grantors for those costs and expenses in an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).
10. **Assignment:** No assignment shall relieve the assigning party of its obligations under this Agreement.
11. **Transfer or Encumbrance Involving the Property:** Any transfer or encumbrance involving the Property passes subject to the terms of this Agreement.



12. **Ad Valorem Taxes:** Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property.
  13. **Recordation:** The parties agree that Grantees will record this document in the real property records of Fort Bend County, Texas with the Fort Bend County Clerk.
  14. **Entire Agreement:** This Agreement, together with its Exhibits, constitute the entire agreement between Grantor and Grantees and supersedes all prior agreements, discussions, understandings, representations, and statements, oral or written, with respect to the Proceeding and this Agreement.
  15. **No Reliance on Prior Representations:** In entering into this Agreement, the parties do not rely upon any prior oral, written, express, or implied representation, endorsement, agreement, or understanding of any kind.
  16. **Voluntary Execution:** The parties expressly acknowledge and represent that they have voluntarily executed this Agreement and that they have been represented and advised by counsel concerning the terms and conditions of this Agreement. This Agreement shall not be construed and interpreted against any party on the basis that such party drafted a particular provision, or part thereof, or the entirety of this Agreement.
  17. **Modification or Waiver:** This Agreement may not be altered, amended, changed, terminated, or modified in any respect except:
    - (a) In writing by agreement of the parties; or
    - (b) By court order.
- No waiver by any party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.
18. **Covenant Running with the Land:** The rights herein granted together with the obligations herein imposed, are covenants running with the Property and shall be binding upon and inure to the benefit of Grantor and Grantees and their respective successors and assigns and subsequent owners of title to any part of the Property.
  19. **Governing Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflict of law principles. Jurisdiction and venue for any dispute related to this Agreement shall be in the state courts (county and/or district) of Fort Bend County, Texas.
  20. **Authority to Execute:** Each of the undersigned signatories represents that they have full authority to execute this Agreement on behalf of the party for which such individual is signing, that all necessary authorizations or approvals have been granted, and that no further approval or consent of any other person or entity is required to sign this Agreement and thereby bind the party on whose behalf the Agreement is being executed.
  21. **Severability:** In the event that any term, covenant, condition, or provision of this

Agreement shall be held to be invalid or against public policy, the remaining provisions shall continue in full force and effect.

22. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
23. **Payment and Approval:** This Agreement is contingent upon approval by the Fort Bend County Commissioners' Court and delivery and receipt of the consideration outlined in Paragraph 1 of this Agreement.
24. **Termination of Agreement:** This Agreement is effective as of the Effective Date and shall terminate upon mutual agreement of the parties or court order.

To have and to hold the Agreement as described herein and all rights and interest appurtenant thereto unto Grantees and their successors and assigns for the purposes set forth above.

[Remainder of Page Left Intentionally Blank; Signature and Acknowledgment Pages Follow]



In witness whereof, this Agreement is executed by the parties on the dates set forth below but effective as of the Effective Date.

**Fort Bend County Water Control and Improvement District No. 8**

By: \_\_\_\_\_

Matthew Jeter

President of Fort Bend County Water Control and Improvement District No. 8

Date: \_\_\_\_\_

STATE OF TEXAS §

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COUNTY OF FORT BEND §

Before me, the undersigned Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared Matthew Jeter, President of Fort Bend County Water Control Improvement District No. 8, to me known to be the identical person who executed the within forgoing instrument and acknowledged to me that he executed the same in such capacity and as the free and voluntary act and deed of Fort Bend County Water Control Improvement District No. 8 for the uses and purposes set forth herein.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

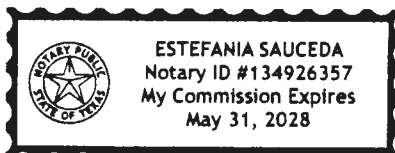
By: KP George  
KP George  
Fort Bend County Judge

Date: January 29, 2025

STATE OF TEXAS                                 §  
                                                            §  
COUNTY OF FORT BEND                     §

This instrument was acknowledged before me, on this 29 day of January, 2025 by KP George, the Fort Bend County Judge.

Witness my hand and official seal



Notary Public in and for the State of Texas  
My commission expires: May 31, 2028

## **Exhibit A**



DEED  
3 PGS

2009031445

**SPECIAL WARRANTY DEED**  
**[2.681 Acre Tract]**

THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND     §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

THAT FM 359/WESTCREEK, LP., a Texas limited partnership (herein designated "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 8 (the "Grantee"), a political subdivision of the State of Texas, whose address is c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Grantee, all of the following described real property in Fort Bend County, Texas, to-wit:

Reserve "C" of Westcreek Subdivision, a subdivision of land in Fort Bend County, Texas according to the plat thereof recorded in County Clerk's Film Code No. 2005078562 of the Official Public Records of Fort Bend County, Texas (the "Property").

This conveyance is made and accepted expressly subject to all matters of record in the Office of the County Clerk of Fort Bend County, Texas to the extent such matters are valid and subsisting and affect the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, AND INCLUDING SPECIFICALLY, (1) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (SUCH AS WHETHER WETLANDS ARE PRESENT ON THE PROPERTY OR WHETHER HAZARDOUS SUBSTANCES ARE LOCATED ON THE PROPERTY) AND (2) THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE. THE PROPERTY IS CONVEYED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND IS AN "AS IS" AND "WITH ALL FAULTS" CONVEYANCE.

006150.000001/1213568.3 JKAHN

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the said Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters set forth herein.

EXECUTED this 31 day of March, 2009.

GRANTOR:

WESTCREEK PARTNERS, LTD.,  
a Texas limited partnership

By: Marcava Corp.,  
a Texas corporation  
Its: General Partner

By: Peyton L. Martin  
Peyton L. Martin, President

THE STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on the 31<sup>st</sup> day of March, 2009 by Peyton L. Martin, President of Marcava Corp., a Texas corporation which is the general partner of Westcreek Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



(SEAL)

Lori M. Platt  
Notary Public in and for the  
State of TEXAS  
LORI M. PLATT  
Name Printed or Typed  
My Commission Expires: 5/26/10

006150.000001/1213568.3 JKAHN

- 2 -

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Laura Richard  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

RETURNED AT COUNTER TO:

LORI PLATT  
310 MORTON ST. H 280  
RICHMOND, TX 77469

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Apr 02 12:52 PM

2009031445

VCK \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.

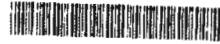


*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

(P)

## **Exhibit B**





DEED  
3 PGS

2009031444

SPECIAL WARRANTY DEED  
[0.995 Acre Tract]

THE STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND     §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

THAT FM 359/WESTCREEK, LP., a Texas limited partnership (herein designated "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto FORT BEND COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 8 (the "Grantee"), a political subdivision of the State of Texas, whose address is c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Grantee, all of the following described real property in Fort Bend County, Texas, to-wit:

Reserve "D" of Westcreek Subdivision, a subdivision of land in Fort Bend County, Texas according to the plat thereof recorded in County Clerk's Film Code No. 2005078582 of the Official Public Records of Fort Bend County, Texas (the "Property").

This conveyance is made and accepted expressly subject to all matters of record in the Office of the County Clerk of Fort Bend County, Texas to the extent such matters are valid and subsisting and affect the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, AND INCLUDING SPECIFICALLY, (1) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (SUCH AS WHETHER WETLANDS ARE PRESENT ON THE PROPERTY OR WHETHER HAZARDOUS SUBSTANCES ARE LOCATED ON THE PROPERTY) AND (2) THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE. THE PROPERTY IS CONVEYED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND IS AN "AS IS" AND "WITH ALL FAULTS" CONVEYANCE.

006150.000001/1213568.4 JKAHN

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the said Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters set forth herein.

EXECUTED this 31 day of March, 2009.

GRANTOR:

WESTCREEK PARTNERS, LTD.,  
a Texas limited partnership

By: Marcava Corp.,  
a Texas corporation  
Its: General Partner

By: Peyton L. Martin  
Peyton L. Martin, President

THE STATE OF TEXAS

COUNTY OF FORT BEND

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This instrument was acknowledged before me on the 31<sup>st</sup> day of March, 2009 by Peyton L. Martin, President of Marcava Corp., a Texas corporation which is the general partner of Westcreek Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



(SEAL)

Lori M. Platt  
Notary Public in and for the  
State of TEXAS  
LORI M. PLATT  
Name Printed or Typed  
My Commission Expires: 5/26/10

006150.000001/1213568.4 JKAHN

- 2 -

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Laura Richard  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

RETURNED AT COUNTER TO:

LARI PLATT  
310 MORTON ST. A 280  
Richmond, TX 77465

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Apr 02 12:52 PM

2009031444

VCK \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

DA

## **Exhibit C**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of March, A.D. 1954.  
S.O. MORROW

Notary Public in and for Fort Bend County, Texas.

Book 4 Page 2111  
55 8.00  
55 4.30

Lari Elliott

CORNELIA M. WINSTON, ET VIR  
TO #96373 EASEMENT  
FORT BEND COUNTY DRAINAGE DISTRICT

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS: That Cornelia M. Winston and husband, T. B. Winston, of Fort Bend County, Texas, hereinafter called Grantors, for and in consideration of One Dollar (\$1.00) cash to them paid by Fort Bend Drainage District, hereinafter called District, the receipt of which is hereby acknowledged, have granted and conveyed, and by these presents hereby grant, and convey unto said Fort Bend County Drainage District, a corporation, of Fort Bend County, Texas, subject to the conditions and reservations hereinafter made, an easement for the purpose of constructing and maintaining a drainage canal upon, over and through and across the hereinafter described land of Grantors along the route hereinafter designated, being situated in Fort Bend County, Texas, to-wit:

The District shall have an easement of an aggregate width of 40 feet, being 20 feet extending at right angles on each side of the following line, to-wit:

BEGINNING at the intersection point of the center line or thread of an existing drainway or ditch (a tributary of Jones Creek), and the West line of the land of Grantor situated in the Knight and White League, Abstract 46, in Fort Bend County, Texas, said point of beginning being approximately 1094 feet along said West property line from the Southwest corner of said tract;

THENCE in an Easterly direction following the center line or thread of said existing ditch to the intersection point of said ditch center line and the East line of the land of Grantor, and which terminal intersection point is approximately

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

862 feet along said East property line from the southeast corner of said tract.

The District shall have the right of ingress and egress to and from said easement providing, however, that after the construction of said drainage canal, said right of ingress and egress of the District shall be limited to said easement herein granted. The District is given the right from time to time to cut and remove all undergrowth and other obstructions that are actually interfering with the operation, maintenance, and repair of said drainage canal. The District agrees during the life of this easement to repair all damages to roads, passageways, and fences and all other property of Grantors resulting from the acts of the District in going to and from said easement and to restore the same at the expense of said District to the previous existing condition of such property.

Grantors reserve the right to use the facilities offered by the drainage canal for the disposal of surface water, rain or any excess water collecting upon said land and for all other purposes which do not interfere with the purposes of drainage, and Grantors have the right, if not prohibited by law, at their own expense, to construct and provide ditches, drains and laterals connecting said land or portions thereof with the drainage canal. Grantors further expressly reserve the right of ingress and egress to and from and across said easement herein granted, and also reserve all other rights in connection with said easement which do not particularly interfere with the construction and maintenance of said canal for drainage purposes. Grantors reserve the right to place fences over and across said easement herein granted.

Grantors reserve oil, gas and sulphur and all other minerals in and under the land covered by this agreement provided, however, that during the life of this easement, no mining or drilling operations shall be conducted upon the

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COUNTY OF FORT BEND

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Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025



surface of the area includes the easement right-of-way above described that interfere with the construction and maintenance of said canal for drainage purposes.

It is fully understood and agreed that neither the District, its successors or assigns, nor any employee, nor agent, nor any employee of agent or either, nor any one rightfully claiming under the District, shall have any right to carry upon and have upon the said land covered by said easement any firearms of any character, and that none of said parties shall have the right to hunt or fish upon said easement.

The District is liable to Grantor for all damage caused by the District's negligence to real or personal property arising from operations herein or hereunder. Furthermore, the District agrees to protect and indemnify Grantors from any and all liability claims and/or cause of action which arise from the operations of the District hereunder. The District also agrees that its operations hereunder will not cause any excess or unnatural erosion on the land of Grantors, and that it will correct, at its expense, any unnatural or excess erosion on Grantors' land caused by its operation hereunder.

It is agreed that if at a future time the District, its successors or assigns shall cease to use said drainage canal easement for the purposes herein contained and shall abandon the same for as long as six months, then, and in such event, the said easement above described, together with all rights and interests held by the District by reason of this instrument, shall revert, pass to and vest in the said Grantors, their heirs or assigns.

At present Grantors own and maintain a low-water crossing bridge constructed of wood, across the 40 foot easement granted herein. In the event that the District accepts this easement deed, said District agrees to build within a reasonable time, and to maintain at its expense, a new low-water crossing bridge of four

STATE OF TEXAS  
COUNTY OF FORT BEND

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*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025



(14) inch reinforced concrete slab to replace bridge of Grantors referred to above, such new bridge is to be constructed prior to the removal of the old bridge. Such bridge will be built in accordance with the standards of said District and

will be of sufficient strength and size to permit safe passage of an automobile over same. Such new bridge will be constructed at the site designated by Grantors.

The District agrees to spread the spoil dirt and excavated material, if any, evenly throughout the above described easement, so that no piles or mounds of such spoil dirt and excavated materials will remain on said premises. The District also agrees to destroy only those trees which of absolute necessity must be removed in order to complete and maintain its drainage project.

TO HAVE AND TO HOLD said easement herein granted, subject to the conditions and reservations herein stated unto the said District, its successors and assigns.

WITNESS OUR HANDS THIS THE 26 day of March, A. D. 1954.

*Cornelia M. Winston*  
Cornelia M. Winston

*T. B. Winston*  
T. B. Winston

THE STATE OF TEXAS    )  
                                  \*  
COUNTY OF FORT BEND    )

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Cornelia M. Winston and T. B. Winston, her husband, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Cornelia M. Winston, wife of the said T. B. Winston,

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said Cornelia M. Winston acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26<sup>th</sup>

2 - 31 day of March, A. D., 1954.

Walter E. Roberts  
Notary Public in and for  
Fort Bend County, Texas.

Filed for Record on the 4 day of April A. D. 1955, at 8:00 o'clock A.M.  
Duly Recorded this the 4 day of April A. D. 1955, at 4:30 o'clock P.M.

ELLA MACEK, County Clerk,  
Fort Bend County, Texas

Fort Bend County, Texas  
By Pearl Elliott Deputy

**COMPARED**

ED V. HANSON, ET UX

HANSON

TO

**FORT BEND COUNTY DRAINAGE DISTRICT**

## RIGHT OF WAY DEED

THE STATE OF TEXAS,  
COUNTY OF FORT BEND.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

Ed. V. Hanson and wife, Rosabel Hanson, of  
2408 Prospect St, Houston 9, Texas.

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the lands of GRANTOR along the route hereinafter designated, and said lands being ~~acquired~~ <sup>located</sup> situated in Fort Bend County, Texas, as follows, to-wit:

~~xxxxxx~~ A strip of land extending 60 feet at right angles to and on each side of the centerline or thread of Flatback Creek (being an aggregate width of 120 feet) as such Creek flows along a well defined channel southerly through the land of Grantor's situated in the Elijah Roark Survey, Abstract 77 in Fort Bend County, Texas.

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County, Texas  
January 17, 2025

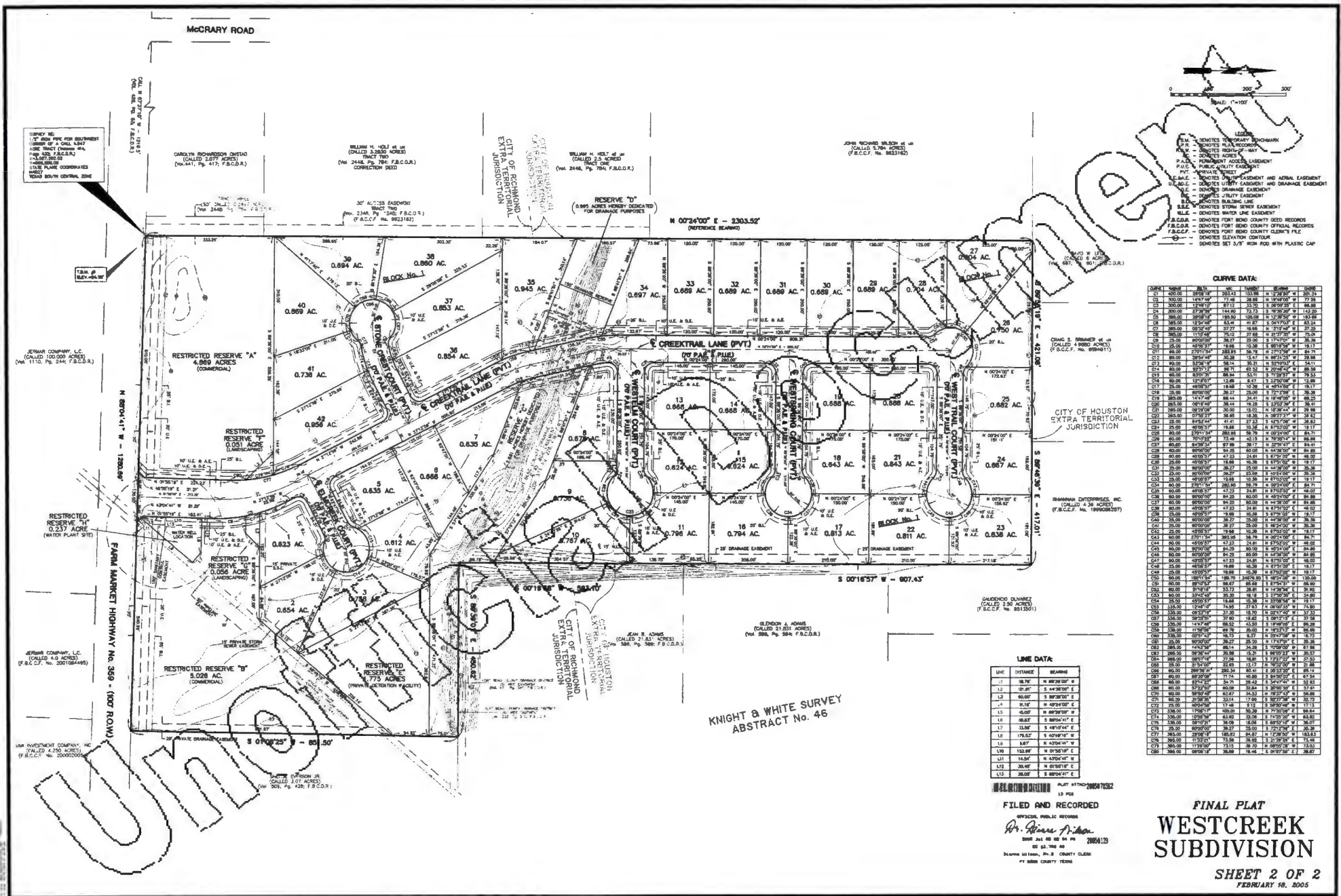
②

## **Exhibit D**

Exhibit will be supplemented with a certified copy

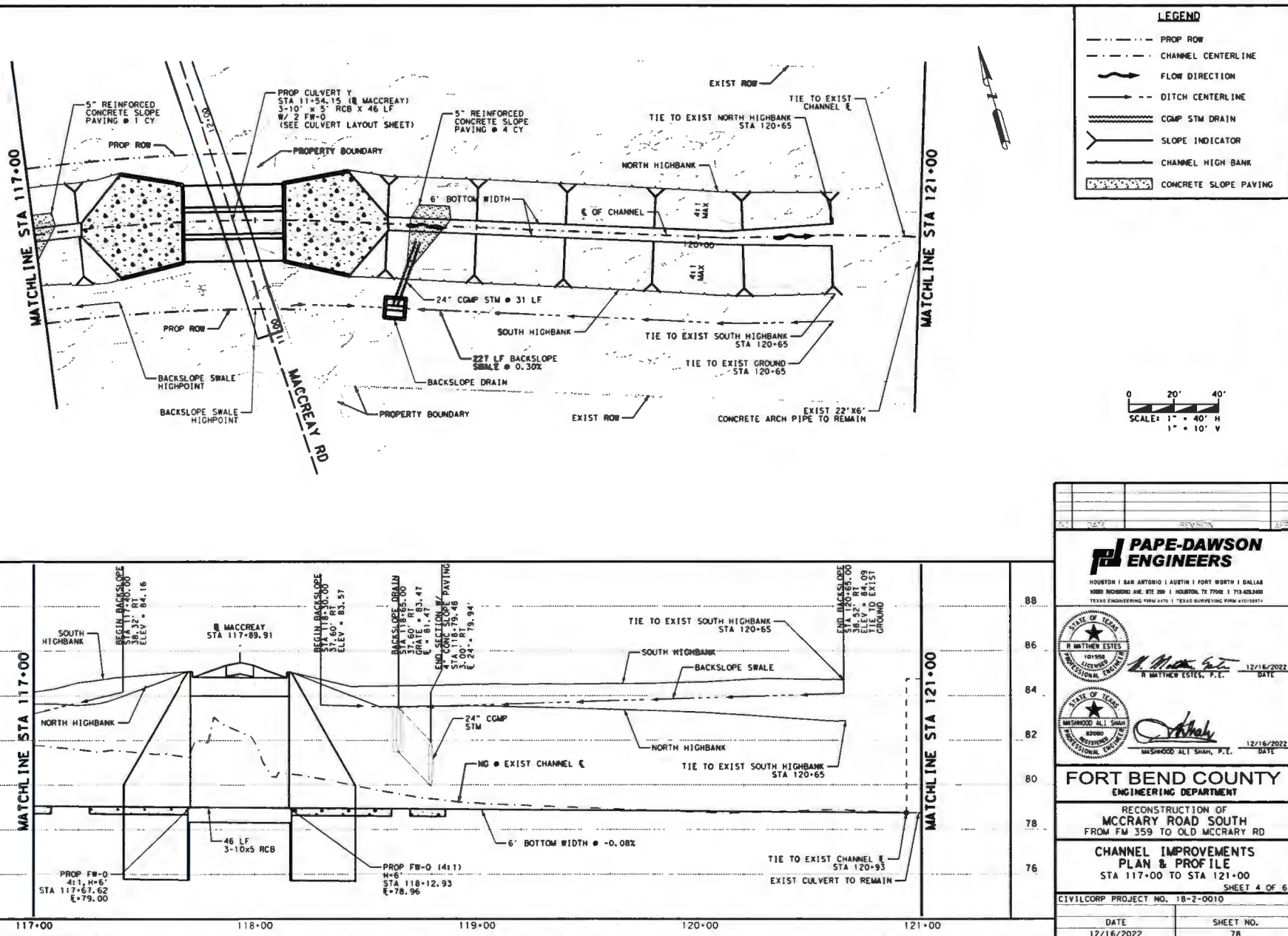
SHEET 1 OF 2





## **Exhibit E**

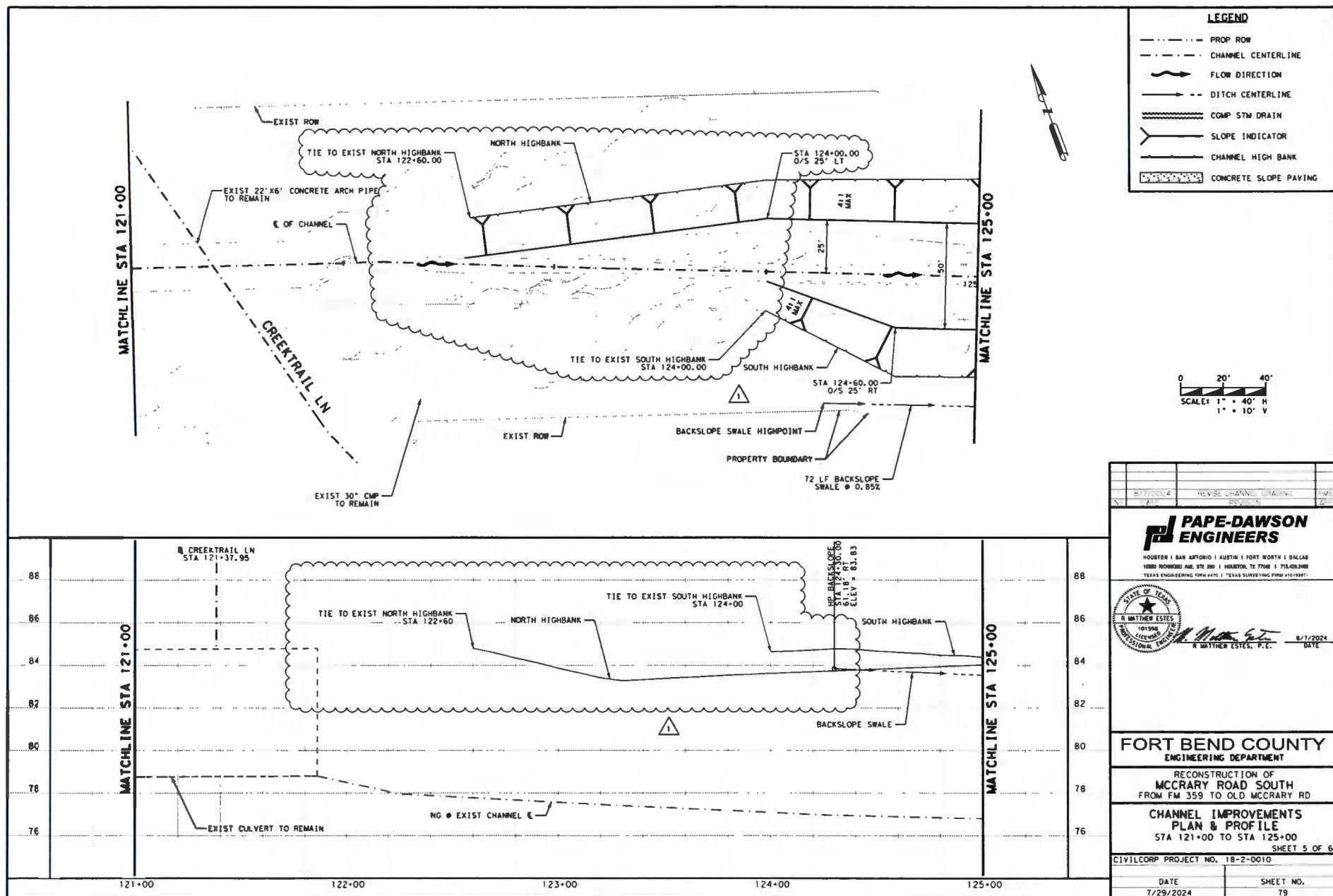
FILE: \\v:\bent\p\acc\mccr\mccr1551\9\PD-DCR04.dgn  
DATE: 12/16/2022 11:33:40 PM USER:



<b>PAPE-DAWSON ENGINEERS</b> HOUSTON   SAN ANTONIO   AUSTIN   FORT WORTH   DALLAS 10800 RICHMOND AVE. STE 200   HOUSTON, TX 77036   713-428-8400 TEXAS ENGINEERING FIRM #47013 TEXAS SURVEYING FIRM #10119874	
	R. MATTHEW ESTES 12/16/2022 DATE
	MASHOOD ALI SHAH 12/16/2022 DATE
<b>FORT BEND COUNTY</b> ENGINEERING DEPARTMENT	
RECONSTRUCTION OF <b>MCCRERY ROAD SOUTH</b> FROM FM 359 TO OLD MCCREAY RD	
<b>CHANNEL IMPROVEMENTS</b> <b>PLAN &amp; PROFILE</b> STA 117+00 TO STA 121+00 SHEET 4 OF 6	
CIVILCORP PROJECT NO. 18-2-0010	
DATE 12/16/2022	SHEET NO. 78





...5. Drainage\PD-DCR04.dgn





<b>PAPE-DAWSON ENGINEERS</b> HOUSTON   SAN ANTONIO   AUSTIN   FORT WORTH   DALLAS 10800 RICHMOND AVE, STE 300   HOUSTON, TX 77042   713.426.2000 TEXAS ENGINEERING FIRM #01111971	
STATE OF TEXAS R. MATTHEW ESTES 101596 PROFESSIONAL ENGINEER	8/1/2024 DATE
<b>FORT BEND COUNTY</b> ENGINEERING DEPARTMENT	
RECONSTRUCTION OF <b>MCCRARY ROAD SOUTH</b> FROM FM 359 TO OLD MCCRARY RD	
<b>CHANNEL IMPROVEMENTS</b> <b>PLAN &amp; PROFILE</b> STA 121+00 TO STA 125+00 SHEET 5 OF 6	
CIVILCORP PROJECT NO. 18-2-0010	
DATE 7/29/2024	SHEET NO. 79



	SHEET		HOUSE CHANGING DRAWING		IN
1	2	3	4	5	6
 <b>CivilCorp</b> ENGINEERS • SURVEYORS 29255 FM 1093, SUITE 7A, FULSHEAR, TEXAS 77441 TEL: (832) 252-0100 FAX: (832) 252-0103 TOLL FREE 1-800-831-1023					
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p><b>JASON C. KASPAR</b> 108672 LICENSED PROFESSIONAL ENGINEER</p> </div> <div style="text-align: center;">  <p><b>R. MATTHEW ESTES</b> 101956 LICENSED PROFESSIONAL ENGINEER</p> </div> </div> <div style="text-align: center; margin-top: 20px;">  </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>B/7/2024</p> <p>JASON C. KASPAR, P.E.</p> </div> <div style="width: 45%;"> <p>B/7/2024</p> <p>R. MATTHEW ESTES, P.E.</p> </div> </div>					
<h1 style="margin: 0;">FORT BEND COUNTY</h1> <h2 style="margin: 0;">ENGINEERING DEPARTMENT</h2>					
<h3 style="margin: 0;">RECONSTRUCTION OF</h3> <h3 style="margin: 0;">MCCLARY RD SOUTH</h3> <p style="margin: 0;">FROM FM 359 TO NORTH MCCLARY RD</p>					
<h2 style="margin: 0;">CROSS SECTIONS</h2> <h2 style="margin: 0;">STA 118+00 TO STA 123+00</h2>					
					SHEET 4 OF 4
CIVILCORP PROJECT NO. 18-2-0010					
DATE			SHEET NO.		
8/09/2024			294		



## **Exhibit F**

Exhibit will be supplemented when available